

United States  
Court of Appeals  
For the Ninth Circuit

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HARRY X. BERGMAN, PERMA-LOX ALUMINUM SHINGLE CORPORATION and VICTOR H. LANGVILLE, doing business under the assumed name of LANGVILLE MANUFACTURING COMPANY,

*Appellants,*

*vs.*

ALUMINUM LOCK SHINGLE CORPORATION OF AMERICA,

*Appellee.*

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Appellants' Reply Brief

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On Appeal from the United States District Court for the District of Oregon

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ELMER A. BUCKHORN,  
Buckhorn, Cheatham and Blore,  
603 Board of Trade Building,  
Portland 4, Oregon.

ROBERT F. MAGUIRE,  
Maguire, Shields, Morrison & Bailey,  
23 Pittock Block,  
Portland 5, Oregon.

J. PIERRE KOLISCH,  
Ramsey & Kolisch,  
Pacific Building,  
Portland 4, Oregon,  
*Counsel for Appellants.*

S. J. Bischoff,  
Cascade Building,  
Portland 4, Oregon,  
*Counsel for Appellee.*

TOULMIN & TOULMIN,  
Toulmin Building,  
Dayton, Ohio,  
*Attorneys for the  
Appellee.*

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**Appellants' Reply Brief**

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An Appeal from the United States District Court for the District of Oregon

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Appellee's brief takes great liberties with the facts and record in this case. As the length of our reply is limited by Court Rules we can describe only a few representative mis-statements and inaccuracies contained therein.

The more glaring inaccuracies in appellee's brief are found in various sketches and photographs purporting to represent the disclosure and teaching of prior art patents. The nature and extent of the inaccurate statements indicate that they were made intentionally.

**SKETCH "E" OF APPELLEE'S BRIEF MISREPRESENTS THE DISTINCTIONS BETWEEN THE BERGMAN AND KORTER SHINGLES.**

Attention is first directed to Sketch "E" in which appellee purports to show the corner of the Bergman shingle which is identified by the legend "Material removed from the gutter to form the slot so that the slot in fact does extend along the gutter" whereas with reference to the Korter shingle at the bottom of the sketch a very small crevice is shown. In fact the corners of the Korter and Bergman shingles are substantially identical as will be observed with reference to photographs A and C of appellee's brief. If there is any difference, it is so slight as to be hardly noticeable.

**APPELLEE MISREPRESENTS THE TEACHING OF MILLER PATENT 2,243,256**

In an effort to sidestep the pertinency of the disclosure of the Miller patent appellee, in Diagram H directs attention to a very small detail, referred to by appellee as a "jog", at the opposite lower corner of Miller's shingle and then by a series of absolutely unwarranted exaggerations and modifications develops the jog into a structure shown in Sketch G which is entirely foreign and diametrically opposed to the teaching of Miller. In fact at least four discrepancies of major importance may be noted in appellee's Sketch G, which will be discussed separately.

**Discrepancy No. 1**

For the first discrepancy, attention is directed to

that portion of appellee's Sketch G marked "Vertical joint." At the top of the sketch the rolled edge portion is provided with a large radius curvature which agrees reasonably well with the radii shown for this part by Miller in his Figs. 7 and 8. However, the lower end of the rolled edge portion is pressed flat against the shingle body. This would make it virtually impossible to assemble the Miller shingle and is distinctly contrary, not only to the disclosure in the drawings of the Miller patent, but contrary to the specific description contained in the Miller specification. See page 2, column 2, lines 63-73.

Appellee completely ignored Miller's specification that "The interlocking flanges of the shingles *are not close fitting \* \* \**" and intentionally distorted the structure into something entirely inoperative.

In Plate I, appended hereto, is a corrected view corresponding to Sketch G and from which it will be noted that the rolled edge portion of the vertical joint is provided with the same radius of curvature throughout its length, which is in accordance with the teaching of Miller.

#### Discrepancy No. 2

Next, comparing the interlocking portions 5 and 7 of the vertical joints with the similar portions 9 and 11 of the horizontal joints, as shown in Figs. 7, 8 and 9, 10, respectively, of the Miller patent, it will be observed that the radii of curvature of these interlock flanges are substantially the same. Appellee, however, in his Sketch G has seen fit to show the



lowermost horizontal joint flange 11, including the "bent-up jog," with a radius of curvature only a fraction of the radii of curvature of the remaining rolled-over flanges. This structure of the flange 11 is also clearly contrary to the teaching of Miller's drawings as well as his specification. Page 2, column 2, lines 63-73.

### **Discrepancy No. 3**

The third serious discrepancy in Sketch G has to do with the representation of the "Horizontal Joint" which purports to portray the horizontal bends 12a and 13a of Miller. Referring to Figs. 3, 9 and 10 of Miller, it will be seen that these bends *do not contact* the body of the same shingle adjacent thereto. Appellee ignores the teaching of Miller and shows the bends 12a and 13a tightly contacting the adjacent shingle surfaces and then with no basis whatsoever adds the legend "Inside water could not pass the tight joint." This is entirely in error and contrary to the direct teaching of Miller.

The above three discrepancies, or some of them are carried forward, or repeated, in appellee's Sketch H, Photographs I, J, and Sketch K. The mere fact that appellee has seen fit to thus distort and misrepresent to the Court the positive teaching of the Miller patent carries a strong implication of acknowledgment of the anticipation by Miller of the substance of Korter's alleged invention.

Appellee at the bottom of page 32 specifically raises the question "But we wish pertinently to



inquire of appellants, and incidentally of Miller, as to what happened to the jog shown in Fig. 1 but absent in Fig. 2?" Miller, page 1, column 2, lines 23 to 29, clearly explains the presence of the jog as being due to the *cut-off ends of the flanges, which do not overlap*. The Plate I herein, provides the obvious explanation as to what happens to the jog when the flange portion 11 is rolled up. Attention is directed to the fact that it does not in any manner, shape or form seal up the horizontal joint and leaves the joint open at the end of the gutter so as to permit free drainage of any moisture which might collect in the gutter as specified by Miller.

#### Discrepancy No. 4

In the legend appearing at the bottom of Sketch G, and repeatedly elsewhere in the brief, appellee states "But Miller mentions no water in the horizontal joint." In this statement, appellee is also definitely in error, and attention is directed to the specification of Miller, page 1, column 1, lines 9 to 19 inclusive. "The interlocking connections are so formed as to permit the free drainage of rain water" *to prevent rusting of the nails*. Inasmuch as there are no nails connected with the vertical joints, this reference to drainage of water can relate only to the horizontal joints. Since the vertical and horizontal joints are of similar construction, the reference as to free drainage of water made on page 2, column 2, lines 59 to 65, is also believed applicable to both joints.

**Discrepancy No. 5**

A further misrepresentation is contained in the view appearing at the bottom of Sketch "H", opposite page 34, purporting to illustrate further a section of the Miller patent No. 2,243,256. Referring to the views of Figs. 9 and 10 of the Miller patent, see Plate II appended hereto, it will be observed that the nails 15, 16 and 17 definitely space the underneath surfaces of the upper shingles from the rolled-over edge portions extending therebeneath. The legend appearing at the bottom of Sketch "H" stating "Note: There is no spacing for condensation water to travel" is absolutely without any foundation whatsoever in the disclosure of the Miller patent. The statement made in the top five lines of appellee's brief, page 35, reading as follows: "\* \* \* where, in Miller, the S lock as shown in Fig. 9 of the patent firmly contacts the inner surface of the shingle (shown at 9) and thus prevents any water from flowing down the interior of the shingle past the S joint into the flange" is definitely not well founded and the appellee is challenged to point out wherein this statement finds any support whatsoever in either the drawings or specification of the Miller patent.

**Discrepancy No. 6**

Attention is directed to the fact that appellee *misquotes* the specification of the Miller patent in his statement appearing on page 35, lines 13 to 15, inclusive. This statement was apparently intended to have been taken from page 1, column 1, lines 10

to 13, inclusive, which are correctly quoted as follows:

“\* \* \* The interlocking connection between the shingles are so formed as to *permit* the free drainage of rain water that may be driven into such connections.” (Italics added.)

Appellee in his brief has substituted the word “prevent” for the word “permit” in the above quotation.

**MILLER PROVIDES FOR FREE DRAINAGE OF ANY WATER FROM THE GUTTER PROVIDED AT THE BOTTOM EDGE OF HIS SHINGLES.**

It is regarded as immaterial as to whether the water which finds its way into the gutter 11 at the bottom of the Miller shingles is water of condensation or any other kind of water. So long as the water which finds its way into the gutter is drained therefrom at the opposite ends, that in itself is sufficient. Even Korter himself in his own patent treats drainage of rain water and condensation in the same sense. See page 1, column 1, lines 9 and 52. As previously pointed out, due to the spacing provided between the underneath surface of Miller’s shingles and the upper edge of the lower shingle interlocked therewith, water of condensation will find its way into the gutter and it will be drained freely therefrom.

Appellee’s argument, pages 35-39, relative to the small “cracks or crevices” which would tend to clog up except on a rainy day is predicated solely upon his own sketches and not upon a truthful recognition of the teachings of Miller which not only shows

drain openings as large or larger than those of Korter but his specification expressly stipulates "free drainage." What more could be asked for in the way of a prior art disclosure?

**THE SHINGLE ILLUSTRATED IN THE PHOTOGRAPHS "I" AND "J" WAS OBVIOUSLY NOT MANUFACTURED PURSUANT TO THE TEACHING OF THE MILLER PATENT.**

**Discrepancy No. 7**

In the argument beginning on page 41 of appellee's brief and referring to the photographs "I" and "J", appellee refers again to the "jog" integral with the lower or horizontal flange 11 and overlapping the adjacent end of the vertical flange. The notation is made on photograph "I" as follows: "Note that jog closes end opening of horizontal flange" while on photograph "J" the notation is made "Note how jog 3 of Miller Fig. 1 seals and prevents escape of water from end of horizontal flange." Fortunately, the formation of the flanges are clearly and definitely described in the specification of the Miller patent on page 1, column 2. In describing the lower flange the specification reads as follows, lines 23 to 29, inclusive:

"The lower margin of the blank is turned under the blank along the dotted line 10 forming an underturned flange 11 as indicated in Figs. 2 and 3. *This flange extends close to the flanges 7, but does not overlap or interfere with them because the ends of the flanges are cut off as shown at 3 in Fig 1.*" (Italics ours).

**Discrepancy No. 8**

Sketch "K" is also inaccurate in showing "no clearance" between the underneath surface of the upper shingle portion and the turned-over portion of the underneath shingle. Figs. 9 and 10 of the Miller patent, Plate II, as pointed out before, positively and definitely show the existence of a clearance or space between these portions of the shingle. It is of no concern that Miller makes no mention or suggestion that the nail heads space the shingles apart so long as these nail heads do in fact effect such spacing. What was said above under "Discrepancy No. 5" re Sketch H is also applicable here.

It is little less than amusing to read the last paragraph on page 43 of appellee's brief wherein appellee issues the challenge "We defy appellants to show or prove that Miller has any spacing whatsoever between the inner surface of his shingle and the upper surface of the bend of the joint of the lower adjacent shingle. The nail head situation advanced by them in their catalog of elements on page 47 is only one of imagination." The Court, and appellee, need merely refer to Figs. 9 and 10 (Plate II), of the drawings of the Miller patent which speak for themselves. It may be pointed out further that Miller shows at least *three* nails intermediate the ends of his shingles, whereas Korter has only two ribs. Appellee states "Their contention is distinctly disproved by the Sketch K as finding no basis in the Miller patent." Obviously, inasmuch as the Sketch K distorts and misrepresents the disclosure



of the Miller patent just as do the photographs "I" and "J", as pointed out above, the Sketch K proves nothing.

**STRUCTURE OF deSINCAY PATENT IS  
MISCONSTRUED BY APPELLEE.**

Just as in the case of the Miller patent, we find a series of inaccurate statements are made in appellee's brief with respect to the disclosure of the deSincay patent.

The British patent to deSincay is not a diamond shaped tile as asserted by appellee, page 59, but is a *rectangular* metal shingle, adapted specifically for laying on diagonal lines. This distinction, however, is one of form rather than one of substance. Admittedly, the primary purpose of deSincay was to provide protection against rain water, just as it is the primary purpose of any shingle or roof, even Korter's.

A further erroneous statement is made by appellee, page 60, "Every alternate tile of deSincay is laid flat on the roof sheathing as seen in Fig. 4 while the adjacent tile is parallelly spaced from the roof as shown in Figure 5." The specification of deSincay stipulates that "Fig. 4 is a section of a metallic tile taken on the line A, B, Figures 1 and 3; and Fig. 5, a section line C, D, Fig. 3." In other words, referring to Fig. 3, it will be seen that Fig. 4 shows the upper end of the same tile shown at the top in Fig. 5.

In view of the fact that appellee requested appellants, page 60, to further clarify the disclosure of deSincay, we have added hereto Plate III showing in



Fig. 1 a sectional view through the entire assembly of three shingles shown by deSincay in Fig. 3, the section being along the line C-D, A-B. In this view, those portions shown in Fig. 4 and Fig. 5 are marked. It will be observed that *no* shingle, or tile, in deSincay is nailed flat to the roof, but *all* are spaced therefrom as shown in Plate III, in a manner similar to Miller's and defendants' shingles.

Appellee further charges, page 61, that appellants' assertion on page 48 of its brief that water of condensation is drained off through the gutter in deSincay was supplied "out of their own imagination." In reply to this charge, an enlarged section, Fig. 2, is provided on Plate III, illustrating the deSincay joint. From this sectional view, it will be noted that the hooks H, which are shown in Fig. 3 of the deSincay patent, for securing the shingles upon the roof, space the shingles apart in a manner similar to the nails 15, 16 and 17 of Miller, and the inverted ribs 12 of Korter. Thus, it is obvious, if any water of condensation should occur on the underneath surface of the deSincay shingle, it would inherently drain downwardly into the gutter through the space formed between the shingles by the hooks H, and drain from the gutters through the outlets K. The hooks H serve the same purpose as the nails 15, 16 and 17 of Miller for securing the shingles to the roof, and inasmuch as they "are made to hook onto the flanges E" they must inherently space the shingles apart by a distance corresponding at least

to the thickness of the metal from which the hooks H are formed.

**DID KORTER MAKE THE SAME REPRESENTATIONS TO THE PATENT OFFICE REGARDING THE MILLER AND deSINCAY PATENTS AS ARE SET FORTH IN APPELLEE'S BRIEF?**

On page 44 of appellee's brief it is stated that the Patent Office allowed the Korter claim over the Miller patent. It is noted that the counsel who represented Korter before the Patent Office also represents him in the present litigation and that this counsel presumptively prepared appellee's brief. The question therefore arises as to whether the same representations were made before the Patent Examiner during the course of the six personal interviews regarding the disclosure of the Miller and deSincay patents as are made in appellee's brief?

**IT IS NOT CONTENDED THAT THE BIRCH PATENT FULLY ANTICIPATES KORTER.**

The Birch et al patent is properly included in the record before this Court and may properly be considered as a reference in this case. The Birch patent included in appellants' answer, is a part of the record of the history of the Korter patent (DX 29), and is included in the Findings of Fact and Conclusions of Law and as set forth in the list appearing in the transcript, page 50.

The weakness of the entire argument made by the appellee against the sufficiency of the combination of Miller and Birch is summed up at the bottom of page 48 wherein appellee states that even

if Miller's corrugations were replaced by corrugations as shown by Birch they "would still not serve to space the inner surface of the shingle from the upper surface of the joint of the lower shingle because the corrugations would still be too short." Contrary to the assertions of appellee, the corrugations 22, and 22a, of Birch extend the full width of the shingle and *to the extreme lower edge thereof*. Therefore, of necessity, they space the upper shingle from the next lower one in precisely the same manner as do Korter's grooves 12.

**MILLER, deSINCAY AND OTHERS SHOW OPEN END GUTTERS, SUBSTANTIALLY IDENTICAL WITH BERGMAN'S, PERMITTING FREE DRAINAGE FROM THE GUTTERS.**

On page 15 of appellee's brief it is stated that "Nowhere in the prior art were defendants able to show any opening at the end of a gutter of a metal shingle which would take care of the moisture condensate, under any and all conditions, and convey that condensate through an ever open drain slot." Both Miller, and deSincay provide openings at the ends of the gutters of metal shingles which would drain any and all water therefrom under any and all conditions.

Appellee's brief, page 15, implies that the showings of the openings at the ends of the gutters of the Miller and deSincay patents are accidental but, obviously, this is not the case since such openings are clearly shown and, moreover, are specifically referred to in the specifications of both patents.

**BERGMAN DOES NOT INCORPORATE A "DRAIN SLOT" AS THAT TERM WAS DEFINED DURING THE PROSECUTION OF THE KORTER APPLICATION AND AS THAT TERM IS RESTRICTED BY THE SPECIFIC DISCLOSURE OF THE PATENT IN SUIT.**

In his brief appellee repeatedly (pages 13, 14, 15, 16, 17 and elsewhere) asserts that the Bergman shingle is provided with a "drain slot." As pointed out by appellants' brief beginning on page 30, Korter started out in his second application to define a "drain opening" at the ends of his gutters and when such claims were rejected on the basis of prior art patents to Miller, and deSincay, the usage of the term "drain slot" was adopted. Thereafter, it was argued that the claim was directed to a "cutaway drain slot disposed adjacent a corner thereof" and that none of the prior art shingles disclosed such a "drain slot." Moreover, plaintiff's expert Richardson on direct examination (Tr. 260) testified that the Miller patent (DX 31) did not show any drain slot. Defendants' contention is simply that if neither Miller nor deSincay shows any "drain slot" at the ends of their gutters, then Bergman has no drain slot for the reason that the drainage opening provided at the ends of Bergman's gutters are identical with the open ends of Miller and deSincay.

Quite obviously, the appellee is embarrassed on pages 18 and 19 by the references made by appellants to the Korter application files for determining the meaning of the term "drain slot," and seeks comfort in the quotation from Judge Hand, page 27.

Whatever may be Judge Hand's opinion, it is not shared by the Supreme Court or by this Court. See cases cited in *Lensch v. Metallizing Co.*, 39 F. Supp. 838, 845. Certainly, it is entirely proper for appellants to refer to the file wrapper of the Korter applications to show that the term "drain slot" as used in the claim of the patent was intended to refer to something other than is shown by Miller, or by de-Sincay, or by the defendant Bergman.

**THIS IS A CLEAR CASE FOR THE APPLICATION OF THE DOCTRINE OF FILE WRAPPER ESTOPPEL AGAINST KORTER.**

Notwithstanding the allegations made on page 21 of his brief, this is a clear case for application of the doctrine of file wrapper estoppel for the reason that the term "drain slot" does not read squarely upon the accused product. As pointed out above, the term "drain slot" as employed in the second application finds no corollary in the original case notwithstanding the recital made on page 22 of appellee's brief. Neither the sixth object nor page 4, line 18, of the earlier case describes any "drain slot." The sixth object is repeated as follows:

"The sixth object is to produce an interlocking shingle in which a natural drainage is provided for condensation, thereby protecting against drip from excess condensation or injury due to freezing of condensation within the interlocking joints."

Page 4, line 18, is reproduced as follows:

"The end 11 is provided with a slight amount



of drainage on both sides of its center 12 to prevent accumulation of moisture.”

This language and the disclosure made thereby is substantially identical with the description of the drainage of moisture from the Miller shingle. See Miller, page 1, column 1, lines 9 to 19, and page 2, column 2, lines 53 to 73, inclusive, which also describe the free drainage of water from the gutter at the lower edge of the shingle.

By quoting the decision of Judge Learned Hand at the bottom of pages 27 and 28, the appellee chides the appellants for inviting the Court's attention to the various arguments made by the plaintiff during the prosecution of his patent application and endeavors to persuade the Court to shut its eyes to the representations made therein. It is, of course, readily understandable why the plaintiff should desire the records of the applications to be overlooked for the reason that they clearly and definitely drive home the fact that the position taken by the plaintiff during the prosecution of his applications before the United States Patent Office is entirely inconsistent with the position which he now urges.

As is pointed out in appellants' main brief, the Patent Office allowed the Korter claim over the prior art patents including Miller and Birch only on the basis of representations that Miller did not disclose any drain slot in the gutter, which representation, incidentally, was repeated by plaintiff's expert at the trial (Tr. 260). If neither Miller, de Sincay or others do not disclose "drain slots" in



the gutters of their shingles, then it must inherently follow that the Korter patent must be limited and restricted in its interpretation to the cut-out drain slot or drain hole 21, which was urged by Korter's patent counsel as constituting invention over the prior art references.

Appellee (Brief p. 4) suggests that Korter first conceived and invented an aluminum shingle. Not so; in Paper No. 5, January 7, 1949, first abandoned application (Ex. DX-28) he stated, "there are many different kinds of aluminum shingles on the market." The Examiner, Paper No. 3, January 16, 1950, second application held that the substitution of aluminum for another metal was not invention. (Ex. DX-29). Substitution of one material for another is not invention. *Gardner v. Herz*, 118 U.S. 180.

Appellee's claim that Miller is indefinite and inaccurate will not bear examination. Its witness Richardson (Tr. 257, et. seq.) readily understood, as did the Examiner.

Nor is there the slightest merit in its complaint that appellants offered no oral testimony concerning every reference patent. They speak for themselves. They are simple in structure, and many courts resent and often decline to permit expert testimony regarding prior art patents.

That the prior art may not have specifically mentioned "condensation" is immaterial. Water is water whether it is rain water or condensation, and if it gets on the inner side of the shingle it should be drained. deSincay and Miller clearly show spacing

and means whereby water so occurring will drain and be wasted through a gutter to the surface of the next shingle below.

If Korter claims his invention (Appellee's brief, p. 15) covers any opening which drains water from a gutter, the patent is invalid for three reasons. First. Open ends draining water are as old as gutters themselves; Second, they are described specifically in deSincay and Miller and others; and Third Korter's patent would describe a desired result rather than the structure itself (*General Electric Co. v. Wabash Co.*, 304 U.S. 364, 370, 371).

Appellee insists upon discussing cited patents solely as to whether they anticipate Korter; and has meticulously avoided consideration of whether he shows any invention over the prior art taken singly or together. Birch is dismissed because "it has only one of Korter's ten claimed features," i.e., the downwardly projecting corrugations which act as spacers. Appellants cited Birch in connection with Miller since both expressly deal with interlocked metallic shingles.

"... It may be conceded for the purpose of argument that none of the prior art relied upon by the defendant discloses the precise thing which Burnett disclosed, nor is any used for the precise purpose, but it is apparent that it is all analogous art which shows familiarity of the public with all of the elements in this disclosure."

*Ajax Hand Brake v. Superior Hand Brake Co.*  
132 F. (2d) 606, 610 (Sparks, J.)

Whether invention exists does not depend on the presence of every element or its equivalent in a single prior art patent.

“. . . Certainly it cannot be doubted that the entire prior art may be looked to, and the mere fact that some of the elements of a combination claim are found in one prior art patent and other elements in another does not render such art impotent as a guide for ascertaining novelty. There still remains the all-important question as to whether the combination of such elements amounts to a patentable invention or whether it might reasonably be expected of a mechanic or a person skilled in the art.”

*Richard Screw Anchor Co. v. Umbach*, 173 F. (2d) 521, 524 (7th Cir., 1949, Op. by Major, J.)

*Arguendo*, it may be conceded that “anything of a patentable subject matter found in the earlier application, Serial No. 776,332, is added to the improved drain slot disclosed in the later application (the patent in issue).”

The indisputable fact remains, however, that nothing in the first application, either singly or in combination, was found to be patentable. Every claim was rejected by the Examiner as lacking patentability; the Patent Office Board of Appeals sustained the Examiner. Korter appealed this decision to the District Court for the District of Columbia. Later, by stipulation, it was dismissed with prejudice as to the claims asserted. The application was abandoned, and was so marked by the Patent Office imprint on the file wrapper (DX-28).

Had Korter believed that both the Examiner and the Board of Appeals were wrong, "he should have pursued his remedy by appeal; (by appeal to the Courts) and where in order to get his patent he accepts one with a narrower claim, he is bound by it." *Smith v. Magic City Club*, 282 U.S. 784, 789.

That this is true as to Korter is apparent in File Wrapper, Paper No. 9, December 1, 1952 (Ex DX-29) where he says:

"Claim 11, as will be seen, *includes the additional structural limitations* of a cut-away drain slot disposed at the bottom of the shingle and *spaced* from the corner . . ."

Every claim in the second application was rejected until this definition was given for the term "drain slot."

Because of them no device infringes from which these structural limitations are absent. Bergman's shingle has no such drain slot, but uses the old open-ended gutter.

While it would seem clear beyond doubt that invention is not present in adding a second hole to drain water, where the original opening may be subject to clogging, the bare and inescapable fact is that Bergman does not use the alleged invention—hence no infringement.

With the exception of the added drain slot, the second application is identical in structure with the first, and that structure was held to be unpatentable, in which Korter acquiesced.

Respectfully submitted,

ELMER A. BUCKHORN

ROBERT F. MAGUIRE

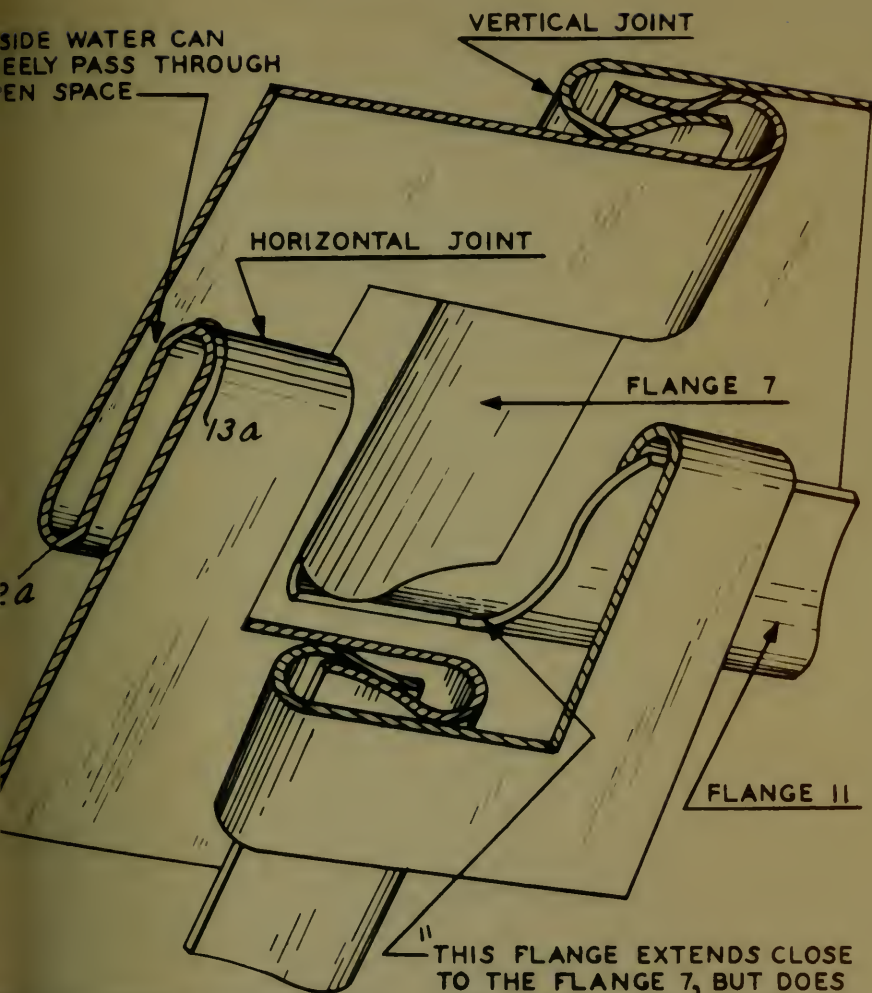
J. PIERRE KOLISCH

*Counsel for Appellants.*





PLATE I  
 MILLER 2,243,256  
CORNER PORTION



INTERLOCKING CONNECTIONS  
 ARE SO FORMED AS TO  
 PERMIT FREE DRAINAGE."  
 (PAGE 1, COL. 1, LINE 12)

"THIS FLANGE EXTENDS CLOSE  
 TO THE FLANGE 7, BUT DOES  
 NOT OVERLAP OR INTERFERE  
 WITH THEM BECAUSE THE ENDS  
 OF THE FLANGES ARE CUT OFF  
 AS SHOWN AT 3 IN FIG. 1."  
 (PAGE 1, COL. 2, LINES 26-29)



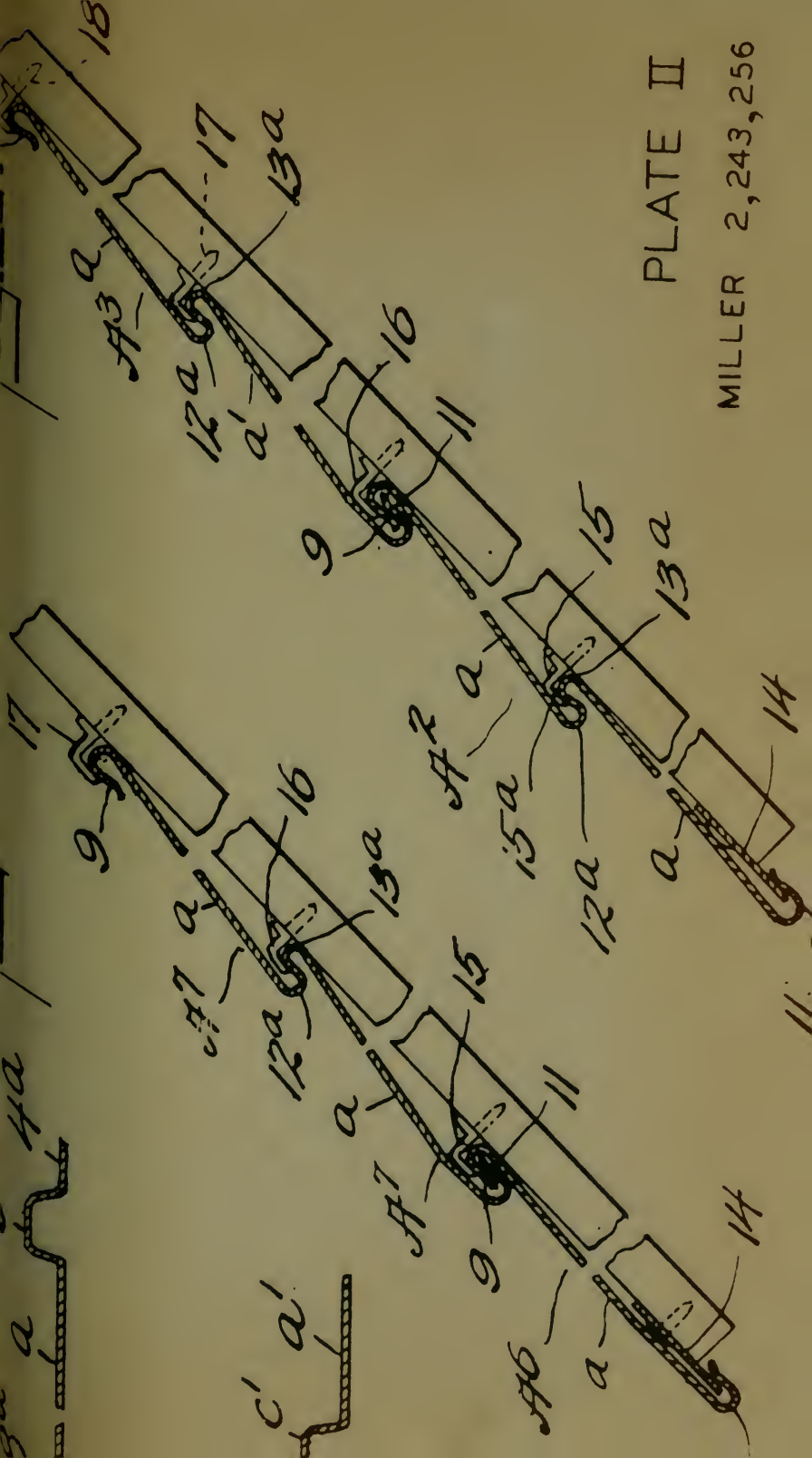


PLATE II

MILLER 2,243,256



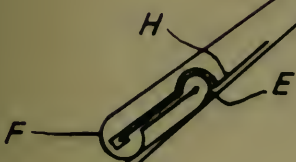
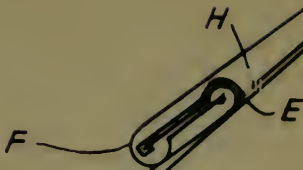
PLATE III

SINCAV

BR. NO. 399 - 1869

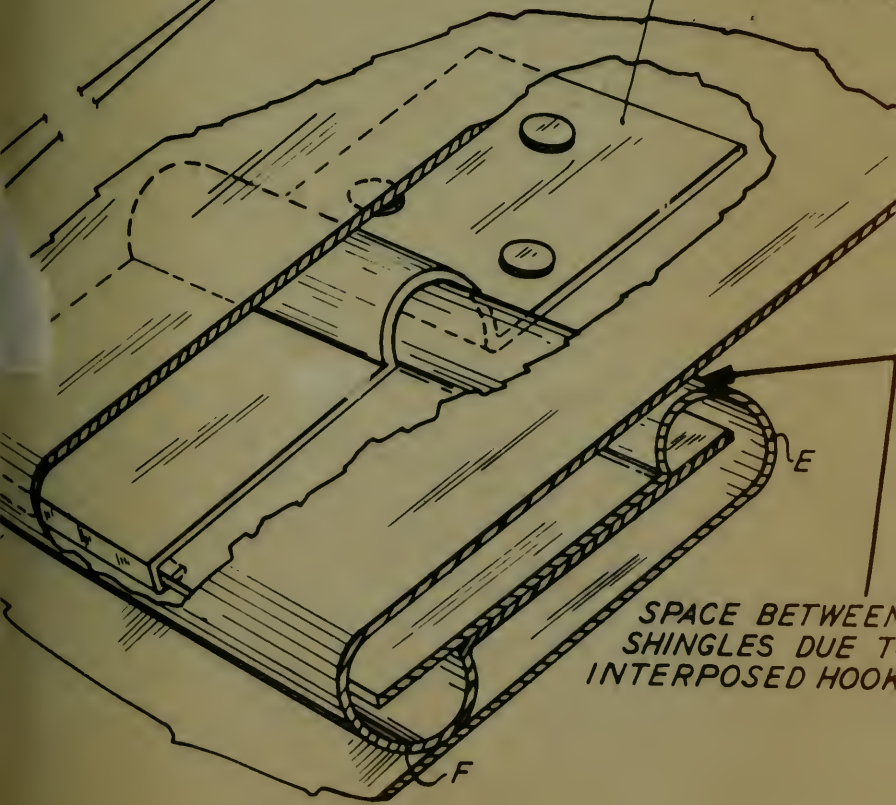
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FIG. 1



HOOK H.

FIG. 2



SPACE BETWEEN SHINGLES DUE TO INTERPOSED HOOK







